

Declaratory Resolution #1445-88
Walkway - Fort Wayne Hilton
& Ft. Wayne Municipal Parking
Garage

BOARD OF PUBLIC WORKS AND SAFETY

DECLARATORY RESOLUTION NO. 1445-88

WHEREAS, on 20th day of July, 1988, The City of Fort Wayne, Department of Redevelopment by its Fort Wayne Redevelopment Commission filed with this Board, its Petition for permission to construct, install, erect, occupy, maintain, improve, replace and remove and overhead pedestrian bridge structure across Calhoun Street in the location between Washington Boulevard and Jefferson Boulevard in the City of Fort Wayne, more particularly described hereinbelow:

("Bridge") which bridge would connect the buildings on real estate abutting on either side of Calhoun Street and would be built in substantial compliance with plans prepared by Thomas J. Thomas, Henkel and Schultz, Inc. as Project Number 87195 dated April 22, 1988, and revised June 13, 1988 ("Plans"); and

WHEREAS, the Board desires to grant such petition; and

WHEREAS, this Board now finds and determines that:

1.) City is the owner of real estate immediately abutting the east side of Calhoun Street between Washington Boulevard and Jefferson Boulevard which said real estate is more particularly described as follows:

lots numbered 106 through 119 inclusive in Samuel Hanna's First Addition to the City of Fort Wayne, Allen County, Indiana, on which is located a multi-level parking garage.

2.) Fort Wayne Center Associates, Ltd. is the owner of certain real estate immediately abutting the west side of Calhoun Street between Washington Boulevard and Jefferson Boulevard, which real estate is more particularly described as follows:

lots 418, 419, 420, 421, 422, 423, 424, 448, 449, 440, 451, 452 and 453 in Samuel Hanna's First Addition to the City of Fort Wayne, Allen County, Indiana, on which Fort Wayne Hotel Venture is lessor of a hotel now known as the Downtown Fort Wayne Hilton.

3.) The bridge would connect the downtown Fort Wayne Hilton on the west side of Calhoun Street with the Fort Wayne Municipal Parking Garage on the east side of Calhoun Street in the following described location:

a part of the southeast quarter of section 2, Township 30 north, range 12 east, Allen County, Indiana, more particularly described as follows, to wit:

Beginning at a point on the center line of Calhoun Street located 62 feet 7 in. north of the intersection of the center line of Calhoun Street with Jefferson Boulevard, thence east 50 feet 9 in. to a point on the west exterior wall of the Fort Wayne Municipal Parking Garage as located on lots numbered 113, 114 and 115 of Samuel Hanna's First Addition to the City of Fort Wayne; thence north a distance of 9 feet; thence west 104 feet 10 in. to the east exterior wall of the downtown Fort Wayne Hilton; thence south a distance of 9 feet; thence east a distance of 54 feet 1 in. to the point of beginning; from 789 feet 2-1/2 in. above sea level to 803 feet 4 in. above sea level, more or less according to datum shown on the plan.

4.) The bridge would have a minimum clearance above the crown of the pavement of Calhoun Street of at least 17 feet 4 in.

5.) Fort Wayne Center Associates, Ltd. and City as respective owners of the above described owners of real estate will, upon the completion of these proceedings, become the respective owners of the air space between 789 feet and 804 feet above sea level according to the datum shown on the plans above the abutting parts of Calhoun Street to the center line thereof.

6.) To construct the bridge there is need for the parties to have a perpetual easement for columns to support the bridge in, under and on each of the following described parts of Calhoun Street in the City of Fort Wayne, Indiana, to wit:

Beginning at a point 62 feet 6 in. north and 46 feet 7 in. west of the intersections of the center lines of Calhoun Street and Jefferson Boulevard; thence north 9 feet 6 in.; thence west 2 feet 6 in.; thence south 9 feet 6 in.; thence east 2 feet 6 in. to the point of beginning, and

Beginning at point 62.6 feet north and 45 feet 11 in east of the intersection of the center lines of Calhoun Street and Jefierson Boulevard; thence north 9 feet 6 in.; thence east 2 feet 6 in.; thence south 9 feet 6 in.; thence west 9 feet 6 in. to the point of beginning.

PAGE THREE

7.) The bridge would not be detrimental to or inconsistent with the use free use of the easement of the public in Calhoun Street.

8.) The bridge would be beneficial to the public and contribute to the public safety of the City.

9.) The bridge would relieve congestion and traffic on Calhoun Street that would necessarily result from the movement of pedestrians across the surface of Calhoun Street from the Fort Wayne Municipal Parking Garage to the Fort Wayne Hilton and the Grand Wayne Center and vice versa.

It is in the best interest of the City to grant such petition.

NOW, THEREFORE, PURSUANT TO THE POWER AND AUTHORITY GRANTED BY THE PROVISIONS OF I.C.36-9-2-6 BE IT HEREBY RESOLVED BY THE BOARD OF PUBLIC WORKS AND SAFETY OF THE CITY OF FORT WAYNE:

1.) This Board grant to The Fort Wayne Redevelopment Commission the permission to construct, install, erect, occupy, maintain, improve, replace and remove the bridge across Calhoun Street to connect the Fort Wayne Municipal Parking Garage on the east side of Calhoun Street with the downtown Fort Wayne Hilton on the west side of Calhoun Street in the City of Fort Wayne, Indiana, more particularly described in paragraph (3.) hereinabove and in substantial compliance with the plans.

2.) The City grants to The Fort Wayne Redevelopment Commission, its successors and assigns a perpetual right-of-way and easement to construct, install, erect, occupy, maintain, improve, replace and remove the bridge in the air space as more particularly described in paragraph (3.).

3.) The City grants to The Fort Wayne Redevelopment Commission, its successors and assigns a perpetual easement to construct, install, erect, occupy, maintain, improve, replace and

remove columns to support the bridge in and under and on each of parts of Calhoun Streets in the City of Fort Wayne, Indiana, more particularly described in paragraph (6.) hereinabove.

4.) The rights herein granted are subject to the obligation of The Fort Wayne Redevelopment Commission to pay or cause to be paid all costs of construction, installation, erection, occupancy, maintenance, improvements, replacements and removal of the bridge including repairs necessary to the streets and sidewalks below caused by The Fort Wayne Redevelopment Commission's exercise of the rights granted herein and his obligation to indemnify, defend, protect and hold the City harmless from and against any and all liability claims, expenses, damages, actions and causes of action arising out of The Fort Wayne Redevelopment's exercising the rights granted herein.

5.) The obligations of The Fort Wayne Redevelopment Commission shall be deemed to be obligations running with the above described real estate upon which the Fort Wayne Municipal Parking Garage is constructed and by granting the permission herein requested, the City agrees to look only to the then owner of the real estate for the performance of these obligations.

6.) The real estate which may be detrimentally or beneficially affected by the bridge is the real estate on the east side of Calhoun Street on which the Fort Wayne Municipal Parking Garage is located as more particularly described and defined in paragraph (1.) hereinabove and the real estate on the west side of Calhoun Street upon which the downtown Fort Wayne Hilton is located and more particularly described and defined in paragraph (2.) hereinabove.

7.) A public hearing will be held on the 10th day of August, 1988, at 5:30 o'clock PM, in room 3rd flr Conf., City-County Building, Fort Wayne, Indiana, at which this Board will hear and receive remonstrances from persons interested in/or and affected by these proceedings, after which

PAGE FIVE

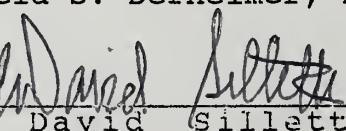
this Board will take final action confirming, modifying or rescinding this resolution, which action will final and conclusive upon all persons.

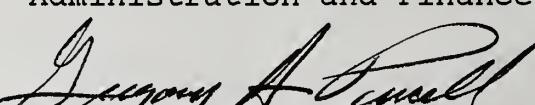
8.) There shall be published in the News-Sentinel and Journal-Gazette newspapers of general circulation published in the City of Fort Wayne, Indiana, once a week for two (2) consecutive weeks the second of which shall be upon a date of not less than ten (10) days prior to the date of public hearing set in paragraph 7.) above, due notice of the adoption of this Resolution stating the time, place, and date of said public hearing, that at said public hearing this Board will hear and receive remonstrances from persons interested in/or affected by these proceedings and that afterwards this Board will take final action confirming, modifying or rescinding this Resolution which action shall be fine and conclusive from all persons.

Pursuant to said Resolution the Board of Public Works and Safety has fixed Room 3rd flr. Conf., City-County Building, Fort Wayne, Indiana, at 3:30 PM on Wednesday the 10th day of August, 1988, as a place and time and day on which it will hear and receive remonstrances from all persons interested in/or affected by the proceedings and that afterwards this Board will take final action confirming, modifying or rescinding this Resolution which action shall be final and conclusive from all persons.

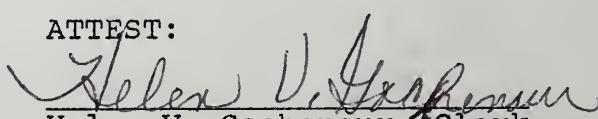
BOARD OF PUBLIC WORKS AND SAFETY

Angela S. Derheimer, Director


C. David Silletto, Director of Administration and Finance


Gregory A. Purcell, Acting Chairman
Board of Public Safety

ATTEST:


Helen V. Gochenour, Clerk

HUG - file

MEMO

TO: Those Listed
FROM: Mark Royse, Redevelopment Specialist
SUBJECT: Skybridge Agreement
DATE: October 24, 1988

(MR)

Enclosed please find a fully executed Agreement regarding the operation and maintenance of the Skybridge that will link the Civic Center Parking Garage and Hilton Hotel.

cc: Angie Derheimer, Fort Wayne Downtown Traffic Management Board
Doug Beerbower, Lincoln National Realty Corporation
Joe Korso, Fort Wayne Motel Enterprises
Gary Wasson, Fort Wayne-Allen County Convention and Tourism Authority
John Wernet, Attorney for Fort Wayne Redevelopment Commission

1988 OCT 24 PM 4:20

Rec'd
10/29/87

NOTICE TO PROPERTY OWNERS

Notice is hereby given by the Board of Public Works & Safety of the City of Fort Wayne, Indiana, that on the 30th day of September, 1987, the said Board deeming it to be in the best interest of the City adopted Declaratory Resolution No. 1444-87 for an elevated pedestrian walkway structure across the alley running east to west, in the block bordered by Clinton Street, Calhoun Street, Berry Street and Wayne Street in the City of Fort Wayne, Indiana which structure would connect the buildings being constructed on the real estate abutting on either side of the alley and would be built in substantial compliance with the plans prepared by Tom Thomas, Schenkel & Schultz, Inc., as Project 87120, 87125 dated August 3, 1987. Said plans and Declaratory Resolution on file in the Board of Public Works & Safety.

Pursuant to said Resolution, the Board of Public Works & Safety has fixed the 3rd floor Conference Room, City-County Building, Fort Wayne, Indiana at 3:30 p.m. on Thursday, October 29, 1987 as the place, time and date on which it will hear and receive remonstrances from persons interested in or affected by these proceedings, and that afterwards this Board will take final action confirming modifying or rescinding this Resolution which action shall be final and conclusive on all persons.

Publish in both newspapers 10/9/87 & 10/16/87

Baron R. Biedenweg, Director
Cosette R. Simon, Member
Gregory A. Purcell, Member
BOARD OF PUBLIC WORKS & SAFETY

ATTEST:
Helen V. Gochenour, Clerk

H -

7/10/87

1444-87
Confirmed

CK 10/29/87
minutes
also ck w. M.
re this 1444-87,

Thursday, August 10, 1988

Department of Public Works & Safety
Office of the Board
Hearing held at 3:30 p.m.
Third Floor Conference Room

Angela S. Derheimer, Director
C. David Silletto, Member
Gregory A. Purcell, Member

Helen V. Gochenour, Clerk

1. Public Hearing on Declaratory Resolution #1445-88
Walkway - Fort Wayne Hilton & Ft. Wayne Municipal Parking
Garage

Confirmed 8/10/88,

G. Purcell / A. Derheimer

Present: A. Derheimer

G. Purcell

D. Boyer

R. Fletcher

J. Stefford

Absent: D. Silletto

re (23) L
4 mos. - 7

Carolyn - Pls send Mal Can Camp
+ Ron Fletcher Copy D Confirmed
Declaratory Res. 7/1.

AGREEMENT

THIS AGREEMENT is made this 18th day of October, 1988, among the CITY OF FORT WAYNE, DEPARTMENT OF REDEVELOPMENT, by its FORT WAYNE REDEVELOPMENT COMMISSION ("Commission"), FORT WAYNE HOTEL VENTURE, an Indiana Joint Venture composed of LINCOLN NATIONAL REALTY CORPORATION, an Indiana Corporation, and FORT WAYNE MOTEL ENTERPRISES, INC., an Indiana Corporation ("Hotel Operator"), the FORT WAYNE DOWNTOWN TRAFFIC MANAGEMENT BOARD ("Garage Operator") and the FORT WAYNE-ALLEN COUNTY CONVENTION AND TOURISM AUTHORITY, a capital improvement board of managers, created and existing pursuant to the laws of the State of Indiana (the "Authority").

PRELIMINARY STATEMENT

The parties hereto include the Operators and/or Lessees of the Civic Center Parking Garage ("Garage"), Downtown Fort Wayne Hilton ("Hilton") and the Grand Wayne Center. The Commission is the governmental body which acquired the site upon which the Garage, Hilton, and Grand Wayne Center are located, and has the power and authority under state law to construct pedestrian skyways. The parties are desirous of having a pedestrian skyway constructed connecting the western side of the Garage near its southerly end with the eastern part of the Hilton near its southerly end for the purpose of providing an enclosed walkway from the Garage to the Hilton and the Grand Wayne Center. The Commission is willing to provide for the construction of said pedestrian skyway, provided that the Hotel Operator and the Garage Operator provide easements for ingress or egress from the pedestrian skyway to their respective facilities, and further provided that the parties share in the operation and maintenance of the pedestrian skyway. For these reasons the parties desire to enter into this Agreement for the purpose of memorializing their agreements with respect to said pedestrian skyway.

NOW, THEREFORE, in consideration of the promises and covenants contained herein, it is agreed among the parties as follows:

SECTION 1. Construction of Skyway. The Commission will cause to be constructed at its expense a pedestrian skyway across Calhoun Street in the southern half of the block between Washington and Jefferson, in such a way as to connect with the Hilton and Garage

at knockout panels located in said Hilton and Garage. Said skyway will be a free-standing structure, that is, it will not depend upon either the Hilton or the Garage for structural support, provided however, that said skyway will be adjacent to and flush with both the Hilton and the Garage at the location of the knockout panels and will have sufficient contact with the said Hilton and Garage to keep the elements from entering the skyway, Hilton, or Garage. Said skyway will be built according to the specifications as set forth in the plans prepared by Schenkel and Shultz, architects for the skyway, which are described in Section 2 hereof.

SECTION 2. Signs. The Commission will cause to be located on Hilton, Garage and Grand Wayne Center property such directional signs as designated in the plans of Schenkel and Shultz, dated April 22, 1988, as Commission No. 87195. The Hotel Operator, Garage Operator and Authority shall have the right to place any other identifying or directional signs on their respective properties as they may desire. Location of said signs on Hilton property is subject to approval of Hilton and Hilton Inns, Incorporated.

SECTION 3. Reimbursement of Architectural Fees. The Authority agrees to reimburse the Commission for all architectural and engineering fees incurred by the Commission not in aggregate excess of Ten Thousand Dollars (\$10,000). Said reimbursement shall be made upon Commission submitting to the Authority a claim in appropriate form detailing the expense. In the event construction costs for the skyway do not exceed Two Hundred Ninety Thousand Dollars (\$290,000), the Commission may elect to pay the architectural and engineering fees and in lieu of the payment provided herein by the Authority, the Authority agrees that it will make aesthetic improvements to the north side of the Grand Wayne Center and Hilton subject to prior approval by the Board of the Authority and its supervising architect as to the nature of the requested improvements, but in an amount not exceeding Ten Thousand Dollars (\$10,000). The specifics of said improvements shall be agreed upon between the Commission, the Authority, and the Hilton.

SECTION 4. Operation and Maintenance. The Hotel Operator agrees that it will clean and maintain the interior surfaces of the skyway, including daily cleaning of the interior portions, repair of the interior portions, and cleaning of interior and exterior glass surfaces as determined by the Hilton to be reasonably necessary. The Hotel Operator also understands and agrees that the plans and specifications referred to above provide that electrical power to the skyway is through the Hilton's power sources and is connected to the Hilton electric meter. The Hotel Operator agrees to pay all electric bills associated with the operation and maintenance of the skyway. The provision herein contained shall not be construed to impose any other obligation or liability on the Hotel Operator and in no way shall the Hotel Operator be responsible for roof, exterior or structural repairs to the skyway, which roof, exterior and structural repairs shall be the responsibility of the Commission or any successor owner of the skyway. The Commission shall be responsible for exterior maintenance except for cleaning of glass surfaces.

SECTION 5. Ingress and Egress. The parties hereby grant to each other, and to the general public, all reasonable rights of ingress and egress between and through the Hilton, skyway, and Garage and further agree that no party will close off access to the Hilton, skyway, or Garage except temporarily for security or maintenance purposes, which may include the Hotel Operator closing access during the late night and early morning hours. It is the intent of this provision that access to and from the Hilton, skyway, and Garage shall otherwise be full and complete, and particularly, it is understood and agreed that, subject to the foregoing limitations, the access is intended to be continuous from the Hilton into the Grand Wayne Center so that the public may have free access from the Garage to and through the Hilton and Grand Wayne Center, and to and through the skyway owned by the Grand Wayne Center across Jefferson Street to the Embassy Theater and the Botanical Conservatory.

SECTION 6. Use of Skyway. The parties hereto agree that no use shall be made of the skyway other than its normal intended use as a walkway from and to the Hilton and Garage and as provided for in Section 5 hereof.

SECTION 7. Liabilities. The Commission hereby agrees to indemnify and hold the Hotel Operator harmless from any damages or liability which the Hotel Operator may incur as a result of the structural integrity, design or construction of the skyway to the extent of the Commission's liability under the Indiana Tort Claims Act. The Hotel Operator hereby agrees, notwithstanding any statute to the contrary, or the application of comparative fault principals in any litigation, that it shall pay such percent of fault assessed against it by any jury or court as a result of, or as any part of, any litigation or claim related to or arising out of the maintenance and cleaning of the Skyway by the Hotel Operator pursuant to Section 4 hereof. It is the intent of the preceding sentence for each party to any litigation or claim to be responsible solely for their own fault as determined under the comparative fault statute, notwithstanding that said statute currently exempts governmental entities from its provisions. Provided, however, that so long as the Hotel Operator maintains insurance coverage in an amount not less than Five Million Dollars (\$5,000,000) in the aggregate covering its obligations as contained herein, then the Hotel Operator shall not be liable under this section in excess of its interest in the Hilton Hotel. The parties agree that the Hotel Operator shall have the right at any time to transfer ownership of the Hilton Hotel, whereupon the Hotel Operator shall be relieved of any and all liability under this Agreement; provided, however, that this obligation shall be binding upon the successor owners of the Hotel as more particularly provided pursuant to Section 10 hereof.

SECTION 8. Ownership of Skyway. The Commission shall be the sole owner of the pedestrian skyway. The Commission, or its successor, not the Hotel Operator, shall be responsible for periodically inspecting the pedestrian skyway for structural integrity, construction defects, or other conditions which require maintenance

or repair. Such inspections shall be performed not less than annually and copies shall be provided to all parties to this Agreement. The parties agree that the Commission shall have the right at any time to transfer ownership of the pedestrian skyway to the Authority, if at the time of the proposed transfer the Authority consents to said transfer.

SECTION 9. Term. This Agreement shall be in effect so long as the pedestrian skyway, Hilton, and Garage exist. The Commission, or its successor in title, in its sole discretion shall have the right to remove or dismantle the pedestrian skyway. In such event, the Commission, or its successor, shall be responsible for all costs and expenses associated with such removal or demolition including replacing the knockout panels in the Hilton and the Garage.

SECTION 10. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Indiana and shall be binding upon the parties hereto, their successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first-above written.

FORT WAYNE REDEVELOPMENT COMMISSION

By: Emily Kass
Emily Kass, its President

ATTEST:

Paul Seybert
Paul Seybert, Secretary

LINCOLN NATIONAL REALTY CORPORATION

By: Ronald C. Tellman
Its Vice President

ATTEST:

John L. Ziegler
Its Asst. Sec.

FORT WAYNE MOTEL ENTERPRISES, INC.

By:

Norman K. Teller
Its President

ATTEST:

Donald Parow
Its Secretary

FORT WAYNE DOWNTOWN TRAFFIC MANAGEMENT BOARD

By:

Angelo Deheimer
Its Chair

ATTEST:

Judy Murphy
Its Secretary

FORT WAYNE-ALLEN COUNTY CONVENTION AND
TOURISM AUTHORITY

By:

Michael Marchese Jr.
Its President

ATTEST:

Ernest W. Schenck

Its Secretary

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for
said County and State, personally appeared Emily Kass and Paul
Seybert, the President and Secretary, respectively, of the Fort
Wayne Redevelopment Commission, and acknowledged the execution of
the above and foregoing Agreement for and on behalf of said
Commission.

WITNESS my hand and official Notarial Seal this 26th day
of September, 1988.

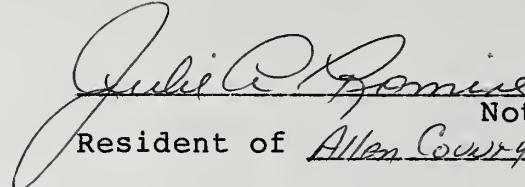
Kim M. James
Kim M. James Notary Public
Resident of Allen County

My Commission Expires:
September 14, 1991

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared ROBERT C. TELLMAN and JOHN K. WAGGONER the VICE PRESIDENT and ASSISTANT SECRETARY, respectively, of the Lincoln National Realty Corporation, and acknowledged the execution of the above and foregoing Agreement for and on behalf of said Lincoln National Realty Corporation.

WITNESS my hand and official Notarial Seal this 26th day of SEPTEMBER, 1988.


Julie A. Romine
Notary Public
Resident of Allen County

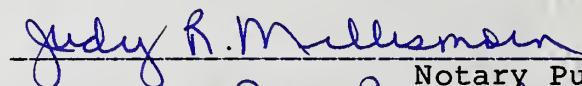
My Commission Expires:

JULIE A. ROMINE
Notary Public
Resident of Allen County, Indiana
My Commission Expires February 15, 1990

Florida
STATE OF INDIANA)
Palm Beach) SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Vartan K. Mchekmeian and Donald Pavony the President and Secretary, respectively, of the Fort Wayne Motel Enterprises, Inc., and acknowledged the execution of the above and foregoing Agreement for and on behalf of said Fort Wayne Motel Enterprises, Inc.

WITNESS my hand and official Notarial Seal this 22nd day of September, 1988.


Judy R. Millisense
Notary Public
Resident of Palm Beach County,
Florida

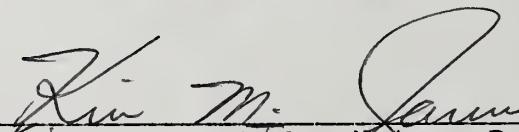
My Commission Expires:

Notary Public State of Florida at Large
My Commission Expires March 18, 1989
Bonded Thru Cornelius, Johnson & Clark, Inc.

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Angela Deheimer and John Murphy, the Chair and Secretary, respectively, of the Fort Wayne Downtown Traffic Management Board, and acknowledged the execution of the above and foregoing Agreement for and on behalf of said Board.

WITNESS my hand and official Notarial Seal this 27th day of September, 1988.


Kim M. James
Notary Public
Resident of Allen County

My Commission Expires:
September 14, 1991

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Michael Marchese, Jr. and Ernest Bohren, the President and Secretary, respectively, of the Fort Wayne-Allen County Convention and Tourism Authority, and acknowledged the execution of the above and foregoing Agreement for and on behalf of said Authority.

WITNESS my hand and official Notarial Seal this 18th day of October, 1988.

Notary Public
Resident of Allen County

My Commission Expires:
April 16, 1989

This instrument prepared by John J. Wernet, Attorney at Law.

NOTICE TO PROPERTY OWNERS

NOTICE IS HEREBY GIVEN BY THE BOARD OF PUBLIC WORKS AND SAFETY OF THE CITY OF FORT WAYNE, INDIANA, THAT ON THE 20th DAY OF July, 1988, THE SAID BOARD DEEMING IT TO BE IN THE BEST INTEREST OF THE CITY ADOPTED THE FOLLOWING:

DECLARATORY RESOLUTION NO. 1445-88

WHEREAS, on 20th day of July, 1988, The City of Fort Wayne, Department of Redevelopment by its Fort Wayne Redevelopment Commission filed with this Board, its Petition for permission to construct, install, erect, occupy, maintain, improve, replace and remove and overhead pedestrian bridge structure across Calhoun Street in the location between Washington Boulevard and Jefferson Boulevard in the City of Fort Wayne, more particularly described hereinbelow:

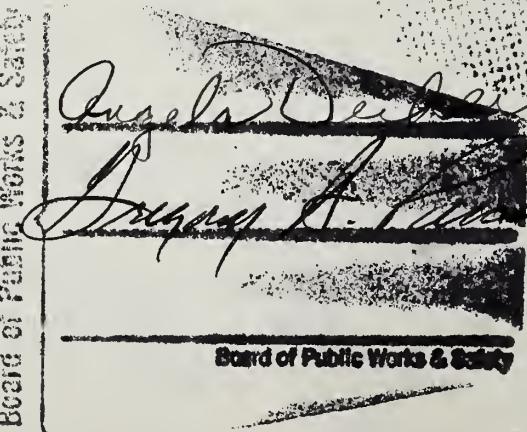
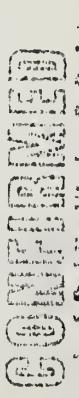
("Bridge") which bridge would connect the buildings on real estate abutting on either side of Calhoun Street and would be built in substantial compliance with plans prepared by Thomas J. Thomas, Henkel and Schultz, Inc. as Project Number 87195 dated April 22, 1988, and revised June 13, 1988 ("Plans"); and

WHEREAS, the Board desires to grant such petition; and

WHEREAS, this Board now finds and determines that:

1.) City is the owner of real estate immediately abutting the east side of Calhoun Street between Washington Boulevard and Jefferson Boulevard which said real estate is more particularly described as follows:

lots numbered 106 through 119 inclusive in Samuel Hanna's First Addition to the City of Fort Wayne, Allen County, Indiana, on which is located a multi-level parking garage.



2.) Fort Wayne Center Associates, Ltd. is the owner of certain real estate immediately abutting the west side of Calhoun Street between Washington Boulevard and Jefferson Boulevard, which real estate is more particularly described as follows:

lots 418, 419, 420, 421, 422, 423, 424, 448, 449, 440, 451, 452 and 453 in Samuel Hanna's First Addition to the City of Fort Wayne, Allen County, Indiana, on which Fort Wayne Hotel Venture is lessor of a hotel now known as the Downtown Fort Wayne Hilton.

3.) The bridge would connect the downtown Fort Wayne Hilton on the west side of Calhoun Street with the Fort Wayne Municipal Parking Garage on the east side of Calhoun Street in the following described location:

a part of the southeast quarter of section 2, Township 30 north, range 12 east, Allen County, Indiana, more particularly described as follows, to wit:

Beginning at a point on the center line of Calhoun Street located 62 feet 7 in. north of the intersection of the center line of Calhoun Street with Jefferson Boulevard, thence east 50 feet 9 in. to a point on the west exterior wall of the Fort Wayne Municipal Parking Garage as located on lots numbered 113, 114 and 115 of Samuel Hanna's First Addition to the City of Fort Wayne; thence north a distance of 9 feet; thence west 104 feet 10 in. to the east exterior wall of the downtown Fort Wayne Hilton; thence south a distance of 9 feet; thence east a distance of 54 feet 1 in. to the point of beginning; from 789 feet 2-1/2 in. above sea level to 803 feet 4 in. above sea level, more or less according to datum shown on the plan.

4.) The bridge would have a minimum clearance above the crown of the pavement of Calhoun Street of at least 17 feet 4 in.

5.) Fort Wayne Center Associates, Ltd. and City as respective owners of the above described owners of real estate will, upon the completion of these proceedings, become the respective owners of the air space between 789 feet and 804 feet above sea level according to the datum shown on the plans above the abutting parts of Calhoun Street to the center line thereof.

6.) To construct the bridge there is need for the parties to have a perpetual easement for columns to support the bridge in, under and on each of the following described parts of Calhoun Street in the City of Fort Wayne, Indiana, to wit:

Beginning at a point 62 feet 6 in. north and 46 feet 7 in. west of the intersections of the center lines of Calhoun Street and Jefferson Boulevard; thence north 9 feet 6 in.; thence west 2 feet 6 in.; thence south 9 feet 6 in.; thence east 2 feet 6 in. to the point of beginning, and

Beginning at point 62.6 feet north and 45 feet 11 in east of the intersection of the center lines of Calhoun Street and Jefferson Boulevard; thence north 9 feet 6 in.; thence east 2 feet 6 in.; thence south 9 feet 6 in.; thence west 9 feet 6 in. to the point of beginning.

7.) The bridge would not be detrimental to or inconsistent with the use free use of the easement of the public in Calhoun Street.

8.) The bridge would be beneficial to the public and contribute to the public safety of the City.

9.) The bridge would relieve congestion and traffic on Calhoun Street that would necessarily result from the movement of pedestrians across the surface of Calhoun Street from the Fort Wayne Municipal Parking Garage to the Fort Wayne Hilton and the Grand Wayne Center and vice versa.

It is in the best interest of the City to grant such petition.

NOW, THEREFORE, PURSUANT TO THE POWER AND AUTHORITY GRANTED BY THE PROVISIONS OF I.C.36-9-2-6 BE IT HEREBY RESOLVED BY THE BOARD OF PUBLIC WORKS AND SAFETY OF THE CITY OF FORT WAYNE:

1.) This Board grant to The Fort Wayne Redevelopment Commission the permission to construct, install, erect, occupy, maintain, improve, replace and remove the bridge across Calhoun Street to connect the Fort Wayne Municipal Parking Garage on the east side of Calhoun Street with the downtown Fort Wayne Hilton on the west side of Calhoun Street in the City of Fort Wayne, Indiana, more particularly described in paragraph (3.) hereinabove and in substantial compliance with the plans.

2.) The City grants to The Fort Wayne Redevelopment Commission, its successors and assigns a perpetual right-of-way and easement to construct, install, erect, occupy, maintain, improve, replace and remove the bridge in the air space as more particularly described in paragraph (3.).

3.) The City grants to The Fort Wayne Redevelopment Commission, its successors and assigns a perpetual easement to construct, install, erect, occupy, maintain, improve, replace and remove columns to support the bridge in and under and on each of parts of Calhoun Streets in the City of Fort Wayne, Indiana, more particularly described in paragraph (6.) hereinabove.

4.) The rights herein granted are subject to the obligation of The Fort Wayne Redevelopment Commission to pay or cause to be paid all costs of construction, installation, erection, occupancy, maintenance, improvements, replacements and removal of the bridge including repairs necessary to the streets and sidewalks below caused by The Fort Wayne Redevelopment Commission's exercise of the rights granted herein and his obligation to indemnify, defend, protect and hold the City harmless from and against any and all liability claims, expenses, damages, actions and causes of action arising out of The Fort Wayne Redevelopment's exercising the rights granted herein.

5.) The obligations of The Fort Wayne Redevelopment Commission shall be deemed to be obligations running with the above described real estate upon which the Fort Wayne Municipal Parking Garage is constructed and by granting the permission herein requested, the City agrees to look only to the then owner of the real estate for the performance of these obligations.

6.) The real estate which may be detrimentally or beneficially affected by the bridge is the real estate on the east side of Calhoun Street on which the Fort Wayne Municipal Parking Garage is located as more particularly described and

PAGE 5

defined in paragraph (1.) hereinabove and the real estate on the west side of Calhoun Street upon which the downtown Fort Wayne Hilton is located and more particularly described and defined in paragraph (2.) hereinabove.

7.) A public hearing will be held on the 10th day of August, 1988, at 3:30 o'clock PM, in ~~room 3rd Flr.Cnf.Rm.~~ City-County Building, Fort Wayne, Indiana, at which this Board will hear and receive remonstrances from persons interested in/or and affected by these proceedings, after which this Board will take final action confirming, modifying or rescinding this Resolution, which action will final and conclusive upon all persons.

8.) There shall be published in the News-Sentinel and Journal-Gazette newspapers of general circulation published in the City of Fort Wayne, Indiana, once a week for two (2) consecutive weeks the second of which shall be upon a date of not less than ten (10) days prior to the date of public hearing set in paragraph 7.) above, due notice of the adoption of this Resolution stating the time, place, and date of said public hearing, that at said public hearing this Board will hear and receive remonstrances from persons interested in/or affected by these proceedings and that afterwards this Board will take final action confirming, modifying or rescinding this Resolution which action shall be final and conclusive from all persons.

Pursuant to said Resolution the Board of Public Works and Safety has fixed Room 3rd Flr.Cnf.Rm., City-County Building, Fort Wayne, Indiana, at 3:30 PM on Wednesday the 10th day of August, 1988, as a place and time and day on which it will hear and receive remonstrances from all persons interested in/or affected by the proceedings and that afterwards this Board will take final action confirming, modifying or rescinding this Resolution which action shall be final and conclusive from all persons.

Publish in both newspapers 7/22/88 & 7/29/88

Angela S. Derheimer, Director
C. David Silletto, Member
Gregory A. Purcell, Member
BOARD OF PUBLIC WORKS & SAFETY

ATTEST:
Helen V. Gochenour, Clerk

NOTICE IS HEREBY GIVEN BY THE BOARD OF PUBLIC WORKS AND SAFETY OF THE CITY OF FORT WAYNE, INDIANA, DATED ON THE 20TH DAY OF JULY, 1988, THAT THE SAID BOARD DESIRES TO BE IN THE BEST INTEREST OF THE CITY ADOPTED THE FOLLOWING DECLARATORY RESOLUTION NO. 1445-88.

WHEREAS, on 20th day of July, 1988, The City of Fort Wayne Redevelopment Commission, by its Board, its Petition for permission to construct, install, erect, occupy, maintain, improve, replace and remove Calhoun Street in the location to be levied between Boulevard and Jefferson Boulevard in the City of Fort Wayne, Indiana, particularly described herein below, "Bridge," which petition states that the buildings on real estate abutting on either side of Calhoun Street would be built in substantial compliance with plans of architect Thomas J. Thomas, Henkel and Schutte, Inc., es Proiect No. 87-195 dated April 22, 1988, and revised June 13, 1988 ("Plans").

WHEREAS, the Board desires to grant such petition;

WHEREAS, the Board now finds and determines that:

1.) City is the owner of real estate immediately adjacent to the east side of Calhoun Street between Washington Boulevard and Jefferson Boulevard which said real estate is more particularly described as follows:

lots numbered 106 through 118 inclusive in Section Henn's First Addition to the City of Fort Wayne, Allen County, Indiana, on which is located a one-level garage.

2.) Fort Wayne Center Associates, Ltd. is the owner of certain real estate immediately abutting the west side of Calhoun Street between Washington Boulevard and Jefferson Boulevard which said real estate is more particularly described as follows:

lots 16, 419, 420, 421, 422, 423, 424, 449, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 598, 599, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 698, 699, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 779, 780, 781, 782, 783, 784, 785, 786, 787, 787, 788, 789, 789, 790, 791, 792, 793, 794, 795, 796, 797, 797, 798, 799, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 898, 899, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 979, 980, 981, 982, 983, 984, 985, 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1136, 1137, 1138, 1139, 1139, 1140, 1141, 1142, 1143, 1144, 1145, 1146, 1147, 1148, 1149, 1149, 1150, 1151, 1152, 1153, 1154, 1155, 1156, 1157, 1158, 1159, 1159, 1160, 1161, 1162, 1163, 1164, 1165, 1166, 1167, 1168, 1169, 1169, 1170, 1171, 1172, 1173, 1174, 1175, 1176, 1177, 1178, 1179, 1179, 1180, 1181, 1182, 1183, 1184, 1185, 1186, 1187, 1187, 1188, 1189, 1189, 1190, 1191, 1192, 1193, 1194, 1195, 1195, 1196, 1197, 1198, 1199, 1199, 1200, 1201, 1202, 1203, 1204, 1205, 1206, 1207, 1208, 1209, 1209, 1210, 1211, 1212, 1213, 1214, 1215, 1216, 1217, 1218, 1219, 1219, 1220, 1221, 1222, 1223, 1224, 1225, 1226, 1227, 1228, 1229, 1229, 1230, 1231, 1232, 1233, 1234, 1235, 1236, 1237, 1238, 1239, 1239, 1240, 1241, 1242, 1243, 1244, 1245, 1246, 1247, 1248, 1249, 1249, 1250, 1251, 1252, 1253, 1254, 1255, 1256, 1257, 1258, 1259, 1259, 1260, 1261, 1262, 1263, 1264, 1265, 1266, 1267, 1268, 1269, 1269, 1270, 1271, 1272, 1273, 1274, 1275, 1276, 1277, 1278, 1279, 1279, 1280, 1281, 1282, 1283, 1284, 1285, 1286, 1287, 1287, 1288, 1289, 1289, 1290, 1291, 1292, 1293, 1294, 1295, 1295, 1296, 1297, 1298, 1299, 1299, 1300, 1301, 1302, 1303, 1304, 1305, 1306, 1307, 1308, 1309, 1309, 1310, 1311, 1312, 1313, 1314, 1315, 1316, 1317, 1318, 1319, 1319, 1320, 1321, 1322, 1323, 1324, 1325, 1326, 1327, 1328, 1329, 1329, 1330, 1331, 1332, 1333, 1334, 1335, 1336, 1337, 1338, 1339, 1339, 1340, 1341, 1342, 1343, 1344, 1345, 1346, 1347, 1348, 1349, 1349, 1350, 1351, 1352, 1353, 1354, 1355, 1356, 1357, 1358, 1359, 1359, 1360, 1361, 1362, 1363, 1364, 1365, 1366, 1367, 1368, 1369, 1369, 1370, 1371, 1372, 1373, 1374, 1375, 1376, 1377, 1378, 1379, 1379, 1380, 1381, 1382, 1383, 1384, 1385, 1386, 1387, 1387, 1388, 1389, 1389, 1390, 1391, 1392, 1393, 1394, 1395, 1395, 1396, 1397, 1398, 1399, 1399, 1400, 1401, 1402, 1403, 1404, 1405, 1406, 1407, 1408, 1409, 1409, 1410, 1411, 1412, 1413, 1414, 1415, 1416, 1417, 1418, 1419, 1419, 1420, 1421, 1422, 1423, 1424, 1425, 1426, 1427, 1428, 1429, 1429, 1430, 1431, 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1878, 1879, 1879, 1880, 1881, 1882, 1883, 1884, 1885, 1886, 1887, 1887, 1888, 1889, 1889, 1890, 1891, 1892, 1893, 1894, 1895, 1895, 1896, 1897, 1898, 1899, 1899, 1900, 1901, 1902, 1903, 1904, 1905, 1906, 1907, 1908, 1909, 1909, 1910, 1911, 1912, 1913, 1914, 1915, 1916, 1917, 1918, 1919, 1919, 1920, 1921, 1922, 1923, 1924, 1925, 1926, 1927, 1928, 1929, 1929, 1930, 1931, 1932, 1933, 1934, 1935, 1936, 1937, 1938, 1939, 1939, 1940, 1941, 1942, 1943, 1944, 1945, 1946, 1947, 1948, 1949, 1949, 1950, 1951, 1952, 1953, 1954, 1955, 1956, 1957, 1958, 1959, 1959, 1960, 1961, 1962, 1963, 1964, 1965, 1966, 1967, 1968, 1969, 1969, 1970, 1971, 1972, 1973, 1974, 1975, 1976, 1977, 1978, 1979, 1979, 1980, 1981, 1982, 1983, 1984, 1985, 1986, 1987, 1987, 1988, 1988, 1989, 1989, 1990, 1991, 1992, 1993, 1994, 1995, 1995, 1996, 1997, 1998, 1998, 1999, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2087, 2088, 2089, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2095, 2096, 2097, 2098, 2099, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2187, 2188, 2189, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2195, 2196, 2197, 2198, 2199, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2287

Claim No. _____ Warrant No. _____

IN FAVOR OF

Fort Wayne Newspapers, Inc.
Agent for The Journal-Gazette
600 West Main Street
Fort Wayne, IN 46802

ON ACCOUNT OF APPROPRIATION FOR
\$ _____

I have examined the within claim and hereby certify as follows:

That it is in proper form.
That it is duly authenticated as required by law.
That it is based upon statutory authority.

That it is apparently Correct Incorrect

Allowed _____, 19 _____
In the sum of \$ _____

TABLE SHOWING PRICE PER LINE AND PER INSERTION

| Size of type | Number of insertions | | | |
|---|----------------------|------|------|------|
| | 1 | 2 | 3 | 4 |
| Governmental Agencies, City, County and State | 6 | .330 | .495 | .660 |
| Individuals, Businesses, Federal Government Agencies | 6 | 1.29 | 1.29 | 1.12 |

J-U 4/22/88

8C The Fort Wayne Journal-Gazette

Legal Notice

INVITATION TO BID

NOTICE is hereby given that the City of Fort Wayne, Department of Redevelopment, One Main Street, Room 840, Fort Wayne, Indiana, 46802 will receive sealed Bids for the following:

Construction of a glass enclosed precast concrete, elevated walkway, approximately 123'0" in length, between the Civic Center Parking Garage and the Fort Wayne Hilton Hotel, across Colhoun Street in Fort Wayne, Indiana. Architect/Engineer's Commission No. 07195.

This project will be constructed under a single, unified contract with all Bids received on a lump sum basis.

Bids will be received at the following place, dated and time:

PLACE: CITY-COUNTY BUILDING

Room 840

One Main Street

Fort Wayne, Indiana 46802

DATE: May 23, 1988

TIME: 10 a.m.

All Bids received at such place, dated, and time will then be opened publicly on May 23, 1988, at 10:00 a.m., Room 128, City-County Building in the presence of the Owner and Architect. Bids received after such time will be returned to the respective Bidder, unopened. Bidders submitting Bids will be informed of the results of all the Bid proposals by a tabulated bid form, following award of all contracts.

Complete and detailed Bidding Documents are now on file and may be examined by prospective Bidders between the hours of 8:00 a.m. and 5:00 p.m. at the following location:

Office of the Owner

City of Fort Wayne

Department of Redevelopment

Room 840

City-County Building

One Main Street

Fort Wayne, Indiana 46802

(219) 427-1127

Ron Fletcher

Office of the Architect/Engineer

Schenkel & Shultz, Inc.

3702 Rupp Drive

Fort Wayne, Indiana 46815

Phone (219) 484-5080

Project Manager Tom J. Thomas

Complete sets of Bidding Documents may be obtained by Bidders on or after April 22, 1988, from the office of the Architect/Engineer in accord with the INSTRUCTIONS TO BIDDERS for a deposit of Fifty Dollars (\$50.00), checks only, for each complete set of Bidding Documents, which deposit will be refunded in accordance with the INSTRUCTIONS TO BIDDERS. Each bidder will be allowed up to three (3) sets of complete Bidding Documents.

Each Bid must be accompanied by a bid security, which shall not be less than five percent (5%) of the highest combination of the base bid plus all add amounts, in the required form and submitted in accord with the INSTRUCTIONS TO BIDDERS.

The Bidder, to whom an award is made, shall furnish and pay for an acceptable Performance Bond & Labor and Material Payment bond in accord with the INSTRUCTIONS TO BIDDERS.

No Bid shall be modified, withdrawn or cancelled for a period sixty (60) calendar days after the date and time set for receipt of Bids.

It is the intention of the Owner that construction of this project will start immediately following award of the Contract.

Bidder shall submit a proper State Board of Accounts Form 86-1, Financial Statement.

Wages paid for work on this project shall not be less than the "Scale of Wages" set forth in the "SUPPLEMENTARY CONDITIONS".

Bidders shall attend a pre-bid conference with representatives of the Owner and Architect present to discuss construction sequence, securities, contractor's work and storage areas and requirements for contractor's personnel working on the Project. A tour of the existing facilities will be held in conjunction with the pre-bid conference. No additional costs of any type will be allowed by the bidder to avail himself of the privilege of on-site inspection and pre-bid conference.

Site Inspection and pre-bid conference will start at 10:00 a.m., local time, May 5, 1988, at the project site, in the first floor of the parking garage, Colhoun Street side.

The Owner of the project reserves the right to reject any and all Bids, is not obligated to accept the lowest or any other Bid, and may waive any formalities in bidding procedures.

Dated: April 22, 1988.

By: City of Fort Wayne, Indiana, Department of Redevelopment, Fort Wayne Redevelopment Commission

4-22-88

CAUSE NO. 02C01-8711-CP-1083

IN THE ALLEN CIRCUIT COURT

Adams Township

STATE OF INDIANA

SS-

COUNTY OF ALLEN

STANDARD FEDERAL BANK, successor

In interest to First Federal

Savings and Loan Association of

Fort Wayne,

Penns.

v5.

WALTER J. RIEGER, JR. BEVERLY M.

RIEGER AND F W C S. FEDERAL CREDIT

UNION,

Delaware

NOTICE OF SHERIFF'S SALE

TO: WALTER J. RIEGER, JR. AND BEVERLY M. RIEGER, OWNERS OF THE FOLLOWING DESCRIBED REAL ESTATE AND TO THE PUBLIC AT LARGE

By virtue of the certified copy of Decree of Foreclosure to me directed by the Clerk of the Allen Circuit Court, Allen County, Indiana, in the above-captioned cause:

(a) rendering judgment against Walter J. Rieger, Jr. and Beverly M. Rieger, in the sum of \$27,230.32, said judgment being in favor of Standard Federal Bank in said amount, plus the costs and accruing costs of the above-described action;

(b) also rendering judgment against Walter J. Rieger, Jr. and Beverly M. Rieger, said judgment being in favor of F W C S. Federal Credit Union, plus the costs and accruing costs of the above-described action;

Said judgment ordering the sale of the real estate hereinabove described to make assets for the payment of said sum due Standard Federal Bank, et al, in the Decree contained, I will expose for sale at public auction to the highest bidder on the 26th day of May, 1988, at 4:00 P.M. on said date, at the Allen County Sheriff's Office in the City of Fort Wayne, Allen County, Indiana, the real estate together with income and profits thereof located in Allen County, State of Indiana, and described as follows, to-wit:

The West 75 feet of Lot No. 109 Section "B" Eastland Gardens, an Addition to the City of Fort Wayne, Indiana, according to the Plat thereof, recorded in Plat Record 24, pages 108-110, in the Office of the Recorder of Allen County, Indiana.

Commonly known as 2622 Ridgeway Drive, Fort Wayne, IN 46818

Said sale will be made without any relief whatever from valuation and appraisement laws, and for CASH. The undersigned, Sheriff of Allen County, Indiana, will issue to the purchaser of said real estate a Sheriff's Deed for said real estate as provided by law.

Dated this 11th day of April, 1988

Dante L. Figol

Sheriff of Allen County, IN

BURT BLEE, HAWK & SUTTON

Wesley N. Bilyeu

1510 Lincoln Tower

Fort Wayne, IN 46802

(219) 426-1300

4-15-22-29

Friday, April 22, 1988 7C

red ink 1 billion

—ent ran up a \$29.1 billion budget deficit in the first six months of this year, up 10 percent more than the same period last year, according to a report released yesterday.

The deficit was \$23.9 billion in February, up from \$20.1 billion in January, which occurred because tax refunds were mailed early and were received earlier than usual.

The deficit balance is usually higher in March because the government waits until April to pay, while

in previous years, the government has run a deficit lower than the red ink incurred in the previous year.

With the fiscal year ending Sept. 30, the Reagan administration's deficit is \$146.7 billion, down 2.4 percent from \$150 billion in 1987.

The Congressional Budget Office expects the deficit to rise to \$157 billion.

The largest increases in March were the military, followed by non-defense programs in the Department of Defense and interest on the national debt.

The deficit is rising from budget limitations under the Gramm-Rudman-Hollings balancing law, and is showing faster growth in some categories.

congratulations

Wayne
of
TORS®

Your
anniversary



April 22, 1913™

MUR
AND
LITY
COLN MERCURY
GET BOTH
TOWN CAR



Claim No. _____ Warrant No. _____

IN FAVOR OF

Fort Wayne Newspapers, Inc.
Agent for The Journal-Gazette
600 West Main Street
Fort Wayne, IN 46802

\$ _____

ON ACCOUNT OF APPROPRIATION FOR

I have examined the within claim and hereby certify as follows:

That it is in proper form

That it is duly authenticated as required by law.

That it is based upon statutory authority.

That it is apparently Correct Incorrect

Allowed _____, 19 _____
In the sum of \$ _____

I certify that the within claim is true and correct that the services therein itemized and for which charge is made were ordered by me and were necessary to the public business.

, 19 _____

TABLE SHOWING PRICE PER LINE AND PER INSERTION

| Size of type | Number of insertions | | | |
|---|----------------------|------|------|------|
| | 1 | 2 | 3 | 4 |
| Governmental Agencies, City, County and State | 6 | .330 | .495 | .660 |
| Individuals, Businesses, Federal Government Agencies | 6 | 1.29 | 1.29 | 1.12 |
| | | | | 1.02 |

Fort Wayne Board of Public Works
(Governmental Unit)

Allen County, Indiana

To: _____ Dr. _____

The News-Sentinel

P.O. Box 100

Fort Wayne, IN

LINE COUNT

Display Matter (Must not exceed two actual lines, neither of which shall total more than four solid lines of type in which the body of the advertisement is set)

NOTICE TO PROPERTY OWNERS
NOTICE IS HEREBY GIVEN BY THE BOARD OF PUBLIC WORKS AND SAFETY OF THE CITY OF FORT WAYNE, INDIANA, THAT ON THE 20TH DAY OF JULY, 1988, THE SAID BOARD DEEMING IT TO BE IN THE BEST INTEREST OF THE CITY ADOPTED THE FOLLOWING:

DECLARATORY RESOLUTION NO. 1445-88 WHEREAS, on 20th day of July, 1988, The City of Fort Wayne, Department of Redevelopment by its Fort Wayne Redevelopment Commission filed with this Board, Its Petition for permission to construct, install, erect, occupy, maintain, improve, replace and remove and overheded pedestrian bridge structure across Calhoun Street in the location between Washington Boulevard and Jefferson Boulevard in the City of Fort Wayne, more particularly described herein below: ("Bridge") which bridge would connect the buildings on real estate abutting on either side of Calhoun Street and would be built in substantial compliance with plans prepared by Thomas J. Thomas, Henkel and Schultz, Inc. as Project Number 87195 dated April 22, 1988, and revised June 13, 1988 ("Plans"); and

WHEREAS, the Board desires to grant such petition; and

WHEREAS, this Board now finds and determines that:

1.) City is the owner of the parking garage.

2.) Fort Wayne Center Associates, Ltd. is the owner of certain real estate immediately abutting the west side of Calhoun Street between Washington Boulevard and Jefferson Boulevard, which real estate is more particularly described as follows:

lots 418, 419, 420, 421, 422, 423, 424, 448, 449, 440, 451, 452, and 453 in Samuel Hanna's First Addition to the City of Fort Wayne, Allen County, Indiana, on which Fort Wayne Hotel Venture is lessor of a hotel now known as the downtown Fort Wayne Hilton.

3.) The bridge would connect the downtown Fort Wayne Hilton on the west side of Calhoun Street with the Fort Wayne Municipal Parking Garage on the east side of Calhoun Street in the following described location:

a part of the southeast quarter of section 2, Township 30 north, range 12 east, Allen County, Indiana, more particularly described as follows, to wit:

Beginning at a point on the center line of Calhoun Street located 62 feet 7 in. north of the intersection of the center line of Calhoun Street with Jefferson Boulevard, thence east 50 feet 9 in., to a point on the west exterior wall of the Fort Wayne Municipal Parking Garage as located on lots numbered 113, 114 and 115 of Samuel Hanna's first Addition to the City of Fort Wayne; thence north a distance of 9 feet; thence west 104 feet 10 in. to the east exterior wall of the downtown Fort Wayne Hilton; thence south a distance of 9 feet; thence east a distance of 54 feet 1 in. to the point of beginning; from 789 feet 2 1/2 in. above sea level to 803 feet 4 in. above sea level, more or less according to datum shown on the plan.

4.) The bridge would have a minimum clearance above the crown of the pavement of Calhoun Street of at least 17 feet 4 in.

5.) Fort Wayne Center Associates, Ltd. and City as respective owners of the above described owners of real estate will, upon the completion of these proceedings, become the respective owners of the air space between 789 feet and 804 feet above sea level according to the datum shown on the plans above the abutting parts of Calhoun Street to the center line thereof.

6.) To construct the bridge there is need for the parties to have a perpetual easement for columns to support the bridge in, under and on each of the following described parts of Calhoun Street in the City of Fort Wayne, Indiana, to wit:

Beginning at a point 62 feet 6 in. north and 46 feet 7 in. west of the intersections of the center lines of Calhoun Street and Jefferson Boulevard; thence north 9 feet 6 in.; thence east 2 feet 6 in.; thence south 9 feet 6 in.; thence east 2 feet 6 in. to the point of beginning, and

Beginning at point 62.6 feet north and 45 feet 11 in. east of the intersection of the center lines of Calhoun Street and Jefferson Boulevard; thence north 9 feet 6 in.; thence east 2 feet 6 in.; thence south 9 feet 6 in.; thence west 9 feet 6 in. to the point of beginning.

7.) The bridge would not be detrimental to or inconsistent with the use free use of the easement of the public in Calhoun Street.

8.) The bridge would be beneficial to the public and contribute to the public safety of the City.

9.) The bridge would relieve congestion and traffic on Calhoun Street that would necessarily result from the movement of pedestrians across the surface of Calhoun Street from the Fort Wayne Municipal Parking Garage to the Fort Wayne Hilton and the Grand Wayne Center end vice versa.

It is in the best interest of the City to grant such petition.

NOW, THEREFORE, PURSUANT TO THE POWER AND AUTHORITY GRANTED BY THE PROVISIONS OF I.C. 36-9-2-6 BE IT HEREBY RESOLVED BY THE BOARD OF PUBLIC WORKS AND SAFETY OF THE CITY OF FORT WAYNE,

1.) This Board grant to The Fort Wayne Redevelopment Commission the permission to construct, install, erect, occupy, maintain, improve, replace and remove the bridge across Calhoun Street to connect the Fort Wayne Municipal Parking Garage on the east side of Calhoun Street with the downtown Fort Wayne Hilton on the west side of Calhoun Street in the City of Fort Wayne, Indiana, more particularly described in paragraph (3.) hereinabove and in substantial compliance with the plans.

2.) The City grants to The Fort Wayne Redevelopment Commission, its successors and assigns a perpetual right-of-way and easement to construct, install, erect, occupy, maintain, improve, replace and remove the bridge in the air space as more particularly described in paragraph (3.)

3.) The City grants to The Fort Wayne Redevelopment Commission, its successors and assigns a perpetual easement to construct, install, erect, occupy, maintain, improve, replace and remove columns to support the bridge in and under and on each of parts of Calhoun Streets in the City of Fort Wayne, Indiana, more particularly described in paragraph (6.) hereinabove.

4.) The rights herein granted are subject to the obligation of The Fort Wayne Redevelopment Commission to pay or cause to be paid all costs of construction, installation, erection, occupancy, maintenance, improvements, replacements and removal of the bridge including repairs necessary to the streets and sidewalks below caused by The Fort Wayne Redevelopment Commission's exercise of the rights granted herein and its obligation to indemnify, defend, protect and hold the City harmless from and against any and all liability claims, expenses, damages, actions and causes of action arising out of The Fort Wayne Redevelopment's exercising the rights granted herein.

5.) The obligations of The Fort Wayne Redevelopment Commission shall be deemed to be obligations running with the above described real estate upon which the Fort Wayne Municipal Parking Garage is constructed and by granting the permission herein requested, the City agrees to look only to the then owner of the real estate for the performance of these obligations.

6.) The real estate which may be detrimentally or beneficially affected by the bridge is the real estate on the east side of Calhoun Street on which the Fort Wayne Municipal Parking Garage is located as more particularly described and affected by these proceedings, after which this Board will take final action confirming, modifying or rescinding this Resolution, which action will final and conclusive upon all persons.

8.) There shall be published in the News-Sentinel and Journal-Gazette newspapers of general circulation published in the City of Fort Wayne, Indiana, once a week for two (2) consecutive weeks the second of which shall be upon a date of not less than ten (10) days prior to the date of public hearing set in paragraph (7.) above, due notice of the adoption of the resolution stating the time, place, and date of said public hearing, that at said public hearing this Board will hear and receive remonstrances from persons interested in or affected by these proceedings and that afterwards this Board will take final action confirming, modifying or rescinding this resolution which action shall be final and conclusive from all persons.

Pursuant to said resolution the Board of Public Works and Safety has fixed Room, 3rd Floor Conference Room, City-County Building, Fort Wayne, Indiana, at 3:30 PM on Wednesday the 10th day of August, 1988, as a place and time and day on which it will hear and receive remonstrances from all persons interested in or affected by the proceedings and that afterwards this Board will take final action confirming, modifying or rescinding this Resolution which action shall be final and conclusive from all persons.

Angela S. Derheimer, Director

C. David Sillett, Member

Gregory A. Purcell, Member

BOARD OF PUBLIC WORKS & SAFETY

ATTEST:

Helen V. Gochenour, Clerk

7-22-29

is believed to be just and correct, that the amount after allowing all just credits, and that no part of the

entry

equivalent lines

1
206
6
213

\$ 105.44

excess of two)

\$ 105.44

1953,

Rebecca Becker

, 19 - 88

Title: Clerk

PUBLISHER'S AFFIDAVIT

State of Indiana)

) ss:

Allen County)

Personally appeared before me, a notary public in and for said county and state, the

undersigned Rebecca Becker who, being duly sworn, says that he/

she is Clerk of the The News-Sentinel newspaper of general

circulation printed and published in the English language in the (city) (town) of

Fort Wayne, IN in state and county aforesaid, and that the printed matter

attached hereto is a true copy, which was duly published in said paper for

two time s, the dates of publication being as follows:

7/22, 29/88

Rebecca Becker

Subscribed and sworn to before me this 29th day of July, 19 88

Shelley R. LaRue
Notary Public
Shelley R. LaRue
March 3, 1990

My commission expires:

~~Port Wayne Board of Public Works~~
(Governmental Unit)

To: _____ Dr.

Allen County, Indiana

The News-Sentinel

P.O. Box 100

Fort Wayne, IN

PUBLISHER'S CLAIM

LINE COUNT

Display Matter (Must not exceed two actual lines, neither of which shall total more than four solid lines of type in which the body of the advertisement is set)
-- number of equivalent lines

| | |
|---------------------------------|-----|
| Head -- number of lines | 1 |
| Body -- number of lines | 206 |
| Tail -- number of lines | 6 |
| Total number of lines in notice | 213 |

declaratory

COMPUTATION OF CHARGES

213 lines, 1 columns wide equals 213 equivalent lines
at .495 cents per line \$ 105.44

Additional charge for notices containing rule or tabular work
(50 percent of above amount) _____

Charge for extra proofs of publication (\$1.00 for each proof in excess of two) _____

TOTAL AMOUNT OF CLAIM \$ 105.44

DATA FOR COMPUTING COST

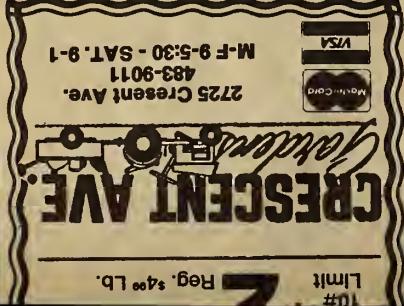
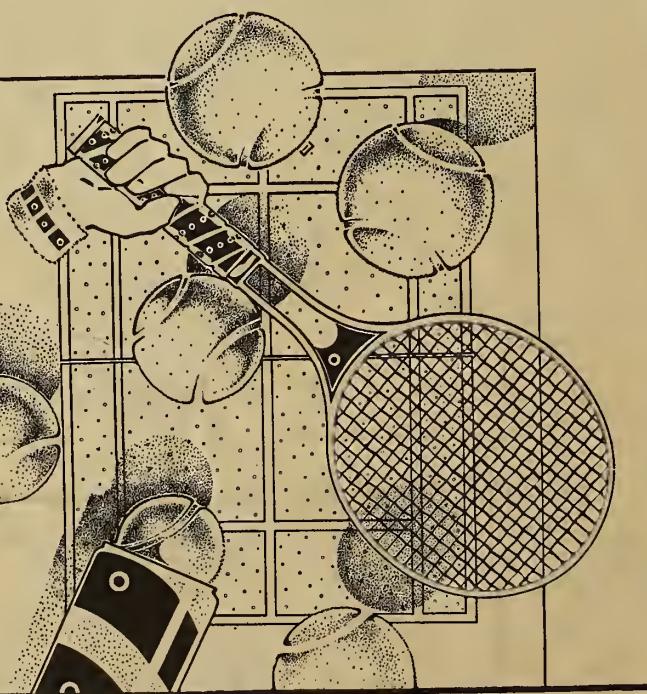
Width of single column 12.5 ems

Number of insertions 2

Size of type 6 point

Pursuant to the provisions and penalties of Chapter 155, Acts 1953,

I hereby certify that the foregoing is true and correct, that the amount charged is correct, that no part of the amount charged is for services not performed, and that no part of the amount charged is for services not performed.



Claim No. _____ Warrant No. _____

IN FAVOR OF

Fort Wayne Newspapers, Inc.
Agent for The News-Sentinel
600 West Main Street
Fort Wayne, IN 46802

I have examined the within claim and hereby certify as follows:

\$ _____

That it is in proper form
That it is duly authenticated as required by law.

That it is based upon statutory authority.

That it is apparently Correct Incorrect

Allowed _____, 19 _____

In the sum of \$ _____

, 19 _____

I certify that the within claim is true and correct that the services therein itemized and for which charge is made were ordered by me and were necessary to the public business.

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